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February 8, 2007

Mr. Mike Gleaton
Georgia Dept. of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231

DELIVERY BY UPS OVERNIGHT

In re: Amendment and Update to Effingham Service Delivery Strategy
Long Acre Estates
WSID #1030096
Effingham County

Dear Mike,

Greetings from Effingham. It has been a long time since I've seen you and I hope this letter finds you doing well. I am enclosing, with this letter, amendments to the Service Delivery Strategy for Effingham. For some reason, Effingham's plan was not updated after Springfield and Effingham reached the agreement included herewith. Basically, the water permits for the subdivision known as Long Acres (WSID # 1030096) have been held by EPD waiting on this transmittal.

We thought the information had been provided several weeks ago. Unfortunately, it was delayed without our knowledge. In light of the situation, the mayors of Guyton and Springfield and the County Commission Chairman authorized me to forward this update to you under their signatures overnight in hopes that the water permit would be forthcoming immediately.

I would appreciate you letting Mr. David Lyle (912-353-3234) and Mr. Bill Frecetta (404-675-6236) know when you have received it. I have faxed a copy to you and to Mr. Frecetta.

Thank you for your cooperation. I look forward to seeing you again soon.

Very truly yours,
Ratchford & Rafter, LLP
Warren E. Ratchford, P.C.



By: Warren E. Ratchford

Cc: Effingham County Commissioners
City of Guyton
City of Springfield
William Frecetta (by fax only to 404-675-6244)



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Effingham

Service: Water Supply and Distribution

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): _____

Other (If this box is checked, **attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.**):

See attached documentation

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

The municipality of Guyton continues to complete a strategy similar to that of the City of Springfield. Implementation schedule will be forwarded as an amendment upon completion. Such implementation should resolve all issues of duplication or overlapping service.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Effingham County	User Fees, Sales Tax, Grants, General Fund, Revenue Bonds
City of Guyton	same as above
City of Rincon	same as above
City of Springfield	same as above

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

See attached agreement/consent order with regard to Springfield, Rincon and Guyton will continue to provide services within their municipal boundaries until further determination and extend services within 1/2 mile of their municipal boundaries when requested as per previous report filed. Effingham County will continue to provide water services to the unincorporated areas outside the 1/2 mile boundary listed above, subject to agreement which is specifically incorporated herein; and any other agreements or determinations. All such agreements shall be provided as amendments to the service delivery strategy for Effingham.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Intergovernmental Agreement/ Consent Order	Effingham Co/City of Springfield	5/19/05

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Steve Liotta

Phone number: 912-754-8016

Date completed: 2/2/07

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

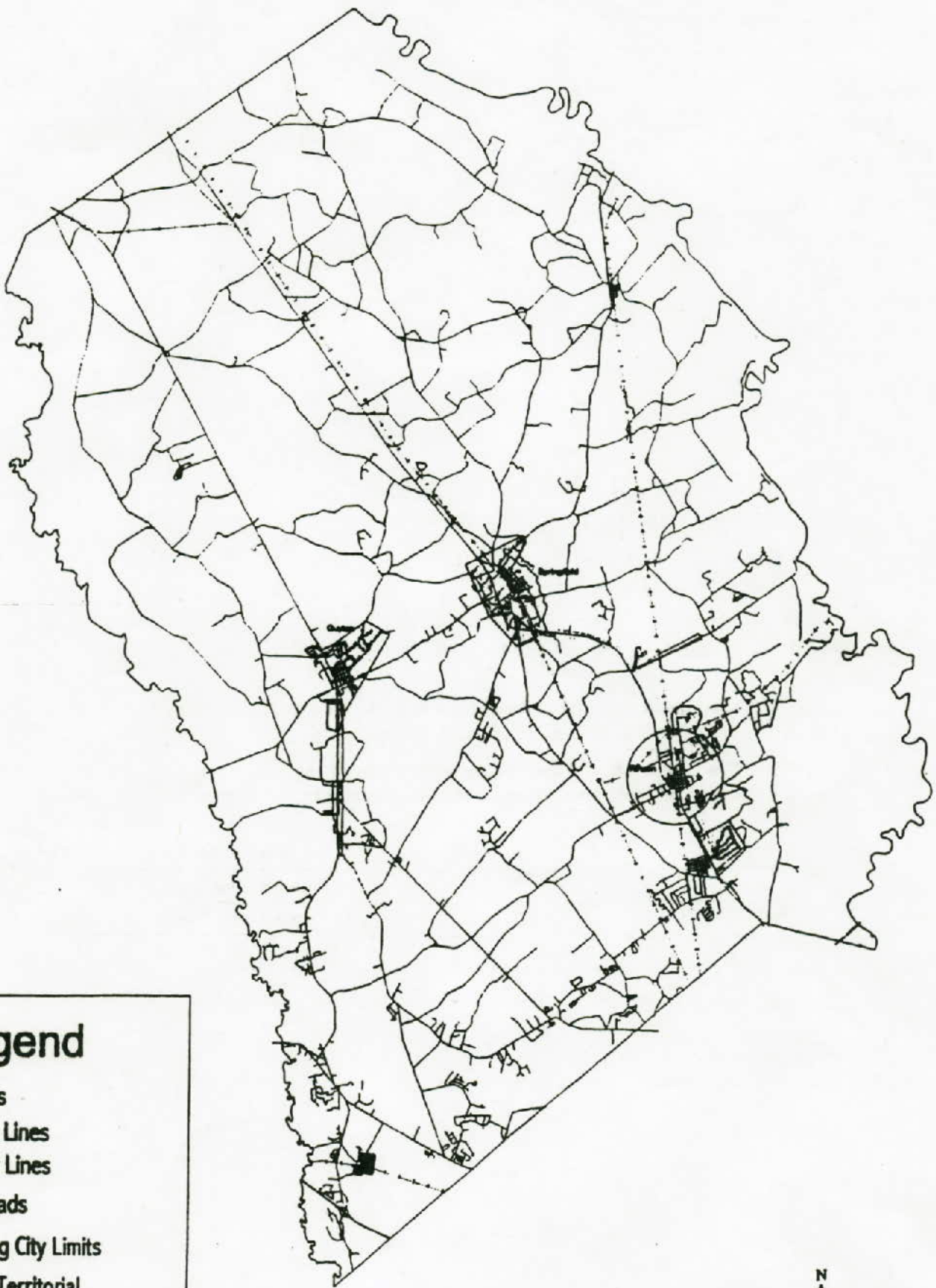
SERVICE DELIVERY STRATEGY FOR EFFINGHAM **COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:








1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Barton Alderman	Mayor	Springfield	2/6/07
	Michael A. Garvin	Mayor	Guyton	2/6/07
	Verna H. Phillips	Chairman	Effingham Co.	2/7/07

Extra Territorial Water & Sewer Boundaries



Legend

-  Roads
-  Water Lines
-  Sewer Lines
-  Railroads
-  Existing City Limits
-  Extra Territorial Water & Sewer Boundary
-  County Boundary



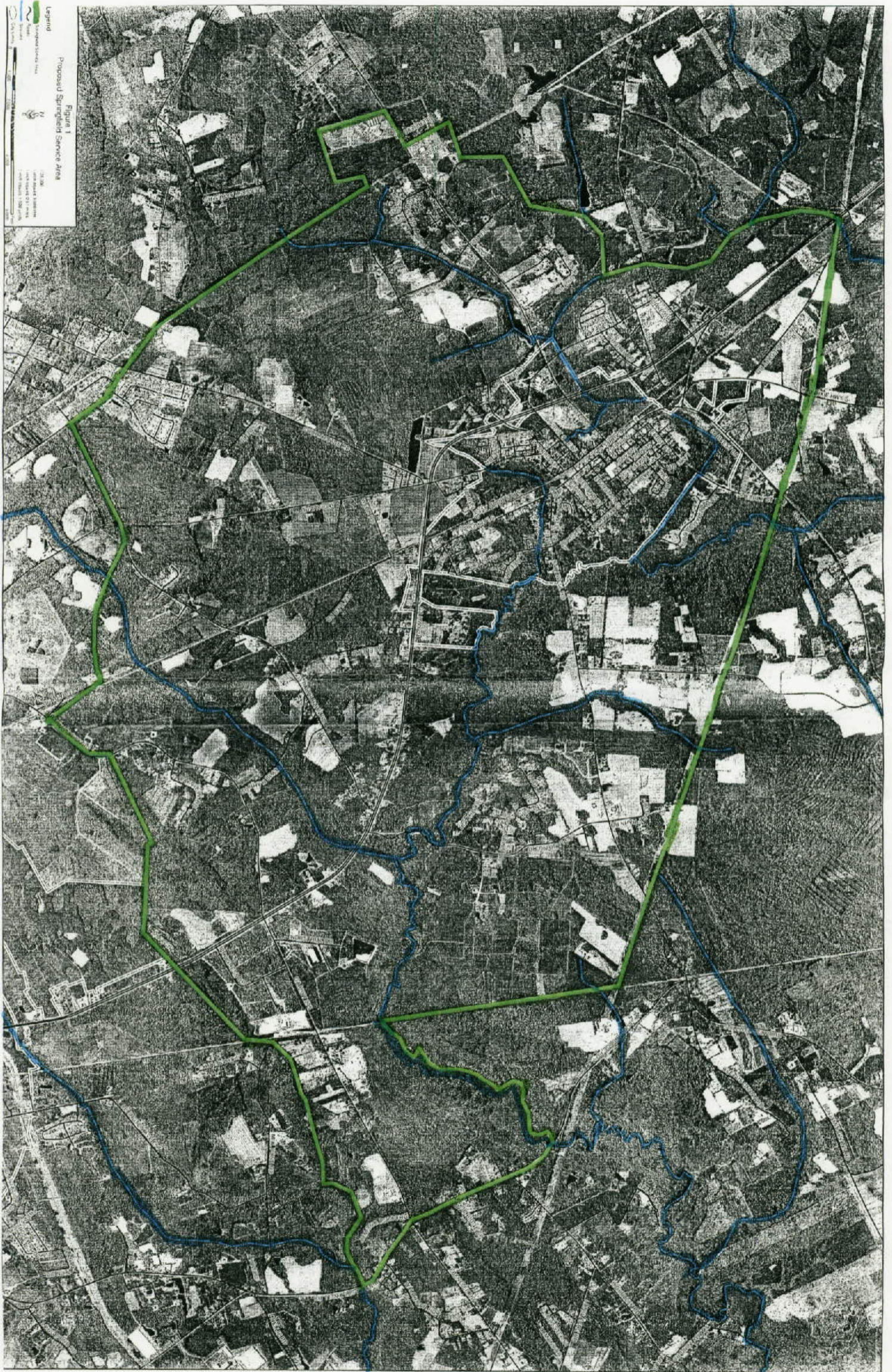


Figure 1
Proposed Springfield Service Area

Legend

- Proposed Service Area
- Stream
- Other

Scale: 1:10,000
North Arrow

IN THE SUPERIOR COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

CITY OF RINCON, GEORGIA, et al.

Plaintiffs,

vs.

EFFINGHAM COUNTY BOARD
OF COMMISSIONERS et al.,

Defendants.

Civil Action No. SU03CV145

Filed in this Office the 19th
day of May, 2005
S. Leigh Stalls
Clerk of Superior Court
Effingham County, Georgia

ORDER

The Board of Commissioners of Effingham County and the Mayor and Alderman of the City of Springfield, having appeared before the Court and having represented to the Court that the agreement attached hereto represents the legally binding agreement negotiated between said parties for the delivery of water and sewer services, and having satisfied the Court that their agreement does not prejudice the rights of any other party to the above-styled action, it is hereby ORDERED that, pursuant to the authority conferred by O.C.G.A. § 36-70-25.1(d)(2), the water and sewer service delivery strategies for Effingham County approved by the Georgia Department of Community Affairs on January 31, 2001 shall be and hereby are modified to reflect the terms of the attached agreement. All provisions of the water and sewer service delivery strategies for Effingham County, Georgia approved by the Department of Community Affairs on January 31, 2001 and not in conflict with the attached agreement shall remain in effect.

SO ORDERED this 19 day of May, 2005.

GEORGIA, EFFINGHAM COUNTY

A True and Correct Copy as same
appears of record in this Office.

This 7 day of Feb, 2007

Paul Foster
Clerk Superior Court
Order prepared by:

[Signature]
HONORABLE JOHN R. HARVEY
SENIOR SUPERIOR COURT JUDGE

State of Georgia
Effingham County

INTERGOVERNMENTAL AGREEMENT

This agreement, by and between the Board of Commissioners of Effingham County, Georgia, duly elected governing authority of Effingham County, Georgia, and the Mayor and Council of the City of Springfield, duly elected governing authority of the City of Springfield, Georgia, a municipal corporation created by act of the General Assembly of the State of Georgia, is executed this 19 day of October, 2004, to establish the water distribution and waste-water collection service delivery areas of the respective parties and for other purposes, as follows:

1. WHEREAS, the City of Springfield and Effingham County are parties to certain service delivery strategy amendments adopted pursuant to House Bill 489 by Effingham County, Springfield, and Guyton and approved by the Department of Community Affairs on January 31, 2001, whereby the municipalities were authorized to extend their water and sewer lines up to one-half mile outside their city limits and the County undertook to provide water and sewer services in the remainder of the unincorporated area; and

2. WHEREAS, the aforesaid service delivery strategy amendments no longer promote the delivery of water and wastewater services in the most efficient, effective, and responsive manner with respect to the citizens of Springfield and the citizens of the unincorporated area; and

3. WHEREAS, the aforesaid service delivery strategy amendments are the subject of litigation pending before the Superior Court of Effingham County styled City of Rincon Georgia et al. v. Effingham County Board of Commissioners, No. SU03CV145T; and

4. WHEREAS, the City of Springfield and the Board of Commissioners of Effingham County wish to enter into an agreement that resolves the claims and defenses asserted in the above-referenced litigation and, as between the parties hereto, promotes the delivery of local government services in an efficient, effective, and responsive manner;

NOW, THEREFORE, BE IT RESOLVED THAT, subject to approval by the Superior Court of Effingham County and the Department of Community Affairs, it is hereby AGREED as follows:

1. This agreement shall be effective upon execution and thereafter shall be reviewed and revised periodically by the parties as required by House Bill 489, O.C.G.A. §§§§ 36-70-20 et seq. provided, however, the parties hereto hereby agree that this agreement may be amended from time to time between the parties hereto at more frequent intervals than required by House Bill 489, O.C.G.A. §§§§ 36-70-20 et seq. It is further hereby agreed between the parties hereto that either party may terminate this agreement upon providing the other party with eighteen months advance notice of its intention to terminate. By terminating this agreement the parties do not intend to withdraw or terminate services already being provided to customers and this agreement shall not be construed to reduce the water

distribution and waste water collection service delivery area of the City of Springfield if this agreement is terminated but only to terminate the method by which future water distribution and waste water collection service delivery areas shall be expanded.

2. Springfield shall provide water and sewer services to property within Springfield's municipal limits and shall have the right and first option to provide water and sewer services to all property hereby assigned to the City of Springfield outside Springfield's municipal limits as defined on the attached map, such area within the City of Springfield's limits and the additional area outside the area of the City of Springfield's limits being known as Springfield's service delivery area for water and sewer purposes. When requested to serve an area outside of Springfield's city limits but within Springfield's service delivery area for water and sewer purposes, Springfield shall respond to the request for services as soon as practicable but no later than ninety (90) after any such request has been made, and begin construction of any needed infrastructure within six (6) months after Springfield gives an affirmative response to provide such services. If the city of Springfield declines to provide service, the city of Springfield shall then notify not only the requesting party but also the county of its decision. Upon the city of Springfield's declining to provide such service or if the city of Springfield fails to respond to any such request within the aforesaid ninety (90) days, the requesting party may then seek water and sewer services from the county and thereafter the county may then elect to provide water and sewer services to such requesting party.

3. In addition, for areas outside of Springfield's service delivery area for water and sewer purposes, where Springfield's water and sewer infrastructure is closer to property for which service is requested than the county's water and sewer infrastructure, Springfield shall have the first opportunity, but shall not be required to serve such property. When requested to serve an area outside of Springfield's service delivery area for water and sewer purposes, Springfield, shall respond to the request for services within ninety (90) days of any such request, and begin construction of any needed infrastructure within six (6) months after Springfield gives an affirmative response to provide such services. If the City of Springfield declines to provide service, the City of Springfield shall then notify not only the requesting party but also the county of its decision. Upon the City of Springfield's declining to provide such service or if the City of Springfield fails to respond to any such request within the aforesaid ninety (90) days, the requesting party may then seek water and sewer services from the county and thereafter the county may then elect to provide water and sewer services to such requesting party.

The parties hereto further agree that the closest provider shall be determined by the maps which are attached hereto marked exhibit___ showing all existing water and sewer infrastructure. Such map or maps shall be updated jointly at least quarterly which update shall include only infrastructure that is completed and available to be tapped into by requesting parties.

4. Water and sewer consumption rates charged to customers of the City of Springfield in the unincorporated areas of the county shall not exceed the water and sewer consumption rates charged to the customers of the county in the unincorporated area of the county.

5. The parties hereto further agree that if either party commits to serving a new customer but

the customer's project is delayed, terminated or discontinued before construction for infrastructure can be commenced that the customer will be required to make a new request for services based on the provisions of this agreement.

6. The City of Springfield will not require annexation as a prerequisite to providing water and sewer services but will encourage annexation when adjacent to existing city limits or where appropriate.

7. The parties represent and warrant that each is duly organized and validly constituted and has all requisite legal power and authority to execute this agreement and to perform the terms, conditions, and provisions hereof; that the execution, delivery, and performance of this agreement have been duly authorized by the elected representatives of the parties; that this agreement constitutes the binding obligations of the parties; and that neither the execution, delivery, nor performance of this agreement will result in a violation of any law or regulation of the United States or the State of Georgia.

8. The parties agree that the provisions herein are severable and that, to the extent that any provision of this agreement is determined to violate the provisions of House Bill 489 or any other state or federal laws, said provision(s) shall be conformed to give effect to all such laws.

9. No provision of this agreement shall be construed as creating a partnership or any other formal business association between the parties nor as authorizing one party to act as an agent of the other party.

10. All notices and other communications that are required or permitted hereunder will be in writing and will be sufficient if sent by overnight courier or mailed by registered or certified mail, postage prepaid, to the following addressees:

Board of Commissioners of Effingham County
601 North Laurel Street
Springfield GA 31329
Mayor and Council of the City of Springfield
P.O. Box 1
Springfield GA 31329

or to such other addressees as the parties may specify by notice in writing to one another.

11. In the event of a dispute or controversy between the City of Springfield and Effingham County, the aggrieved party shall notify the other party in writing promptly of the such dispute or controversy but in no event later than 10 days after such dispute or controversy arises. If the parties fail to resolve such dispute or controversy within 10 days after receipt of such notice, each party, within 5 days thereafter, shall nominate a representative to meet at a mutually agreed time and location, to resolve such dispute or controversy. If the parties are unable to resolve such dispute or controversy to their mutual satisfaction within 30 days after such meeting, either party shall have the right to pursue any and all remedies available under this agreement, at law, or in equity in a court of competent jurisdiction.

12. This agreement constitutes the sole and only agreement between the City of Springfield and Effingham County with regard to the delivery of water and sewer services.

13. This agreement may not be assigned in whole or in part.

14. This agreement may not be amended, or any provision hereto waived, except by a written amendment executed by duly authorized representatives of the respective parties. The parties hereby agree to cooperate to correct any clerical errors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA



W. GREGG HOWZE, CHAIRMAN

ATTEST:



SANDRA ANDREWS, CLERK

MAYOR AND ALDERMAN OF THE
CITY OF SPRINGFIELD, GEORGIA



BARTON ALDERMAN, MAYOR
ATTEST:



CATHY D. RUSHING, CLERK